

**Clarification to the Queries of Pre-Bid Meeting held on BSRDCL,HQ Dated-16.09.2015 at
11.00 hrs for Balance work in Karnkudariya-Chappra Section (BSHP-II/4/SH-90) of
Mohammadpur-Chappra Road (SH-90)**

Sl no	Section/Article	Clause No	Clause Description	Query	Reply
1	ITB	Cl. 19	Bank Guarantee for bid Security	Kindly confirm the Name & address of employer to be written in the Bank Guarantee format.	Chief General Manager Bihar State Road Development Corporation Ltd. RCD mechanical Workshop Campus,(Near Patna Airport),Sheikhpura, Patna, Bihar, Pin 800014
2	ITB			Kindly confirm Excise duty benefit on material & equipments is applicable for this project.	As per the prevailing laws of Country
3	Section-7 General Condition of Contract FIDIC)	Cl. 2.5	Employer's Claim: If the Employer considers himself to be entitled to any payment under any clause of these conditions or otherwise in connection with the contract, and/or to any extension of the DNP, the Employer of the engineer shall give notice and particulars to the Contractor. The particulars shall specify the clause or their basis of the claim, and shall include substantiation of the amt and/or extension to which the employer considers himself to be entitled in connection with the contract. The engineer shall then proceed in accordance with Sub-clause 3.5 (Determination) to agree or determine (i) the amt which the employer is entitled to be paid by the Contractor, and/or (ii) extension of the DNP in accordance with sub-clause 11.3 this amt may be included as a deduction in the Contract Price and Payment certificate.	We request you that not to deduct any amount without the prior approval of the Contractor, in case the client considers the amount due to him and the Contractor does not agree, may refer the matter to dispute resolution.	As per the Bid document
4	Section-7 General Condition of Contract FIDIC)	Cl. 3.5	Whenever these conditions provide that the Employers representative shall proceed in accordance with this Cl. to agree or determine any matter, the Employer's representative shall consult with each party in any endeavor to reach agreement. If agreement is not achieved, the Employer's representative shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.	We request you to add in 1 st Para 2 nd sentence: "No determination shall be made without the consent of the Contractor".	As per the Bid document
5	Section-7 General Condition of Contract FIDIC)	Cl. 4.16	Transport of goods The Contractor shall give the Engineer not less than 21 days notice of the date on which any Plant or a major item of other Goods will be delivered to the Site.	We request you to replace the existing clause by: "The Contractor shall give the Engineer not less than 7 days notice of the date on which any Plant or a major item of other Goods will be delivered to the Site".	As per the Bid document



6	General Condition of Contract	13.7	Adjustment for changes in Legislation.	Request you to kindly confirm that any changes in Taxation, Royalty on materials after base date shall be paid under this clause.	As per the Bid document
7	Section 8 - Particular condition	13.8.3	Adjustment for change in cost of Bitumen, steel & Cement.	Request you to kindly provide the change in cost based on actual quantity of Bitumen, steel & Cement that has been incorporated in work & actual rates.	As per the Bid document
8	Section 8 - Particular condition	Part A Cl. 14.3 (C)	From every payment for Works due to the Contractor Authority shall deduct 6% and the maximum amount of Retention Money shall not exceed 5% of the Contract Price. When the Taking - Over Certificate has been issued for the Works, the first half of the Retention Money shall be certified for payment by the Engineer to the Contractor.	We request you to kindly release the retention money against Bank guarantee in the trenches of 1% of accepted contract value.	As per the Bid document
9	Section-7 General Condition of Contract FIDIC)	Cl. 16	SUSPENSION and TERMINATION OF WORK Contractor's entitlement to suspend work: If the Contractor suffers delay and/or incurs cost as a result of suspending work under this Sub-Clause, the Contractor shall give Notice to the Engineer and shall be entitled, subject to Sub-clause 20.1[Contractor's Claims] to: (a) an extension of time for any such delay, if completion is or will be delayed under Sub-clause 8.4 [Extension of Time for Completion]; and (b) payment of any such Cost, which shall be included in the Contract Price. After receiving this Notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.	In case of any suspension due to no fault of Contractor we request you to pay for idling of plant & machineries, labour etc.	As per the Bid document
10	BOQ		Source of aggregate is Madhupur range, Jharkhand Total lead approx 441 km	Kindly confirm the aggregate from any other source meeting requirements of MORTH shall be acceptable & can be used for project.	As per the Bid document, PCC clause 24 and BOQ
11	BOQ			For most of the BOQ items, only unit is mentioned but no quantity is mentioned. Kindly clarify rates against these items are not required to be quoted.	The bidder shall fill in rates and prices only for those items of the work described in the bill of quantities against which quantity is mentioned. The bidders shall not fill in any rates and prices for the items of the work described in the bill of quantities against which no quantity is mentioned.
12	Section 6 Employers Requirement Technical Specification	1009	Corrosive treatment by using cement Polymer Composite Coating system (CPCC) developed by CECRI, Karaikudi, if specified shall be carried out following their method and by the expert Licensee of CECRI.	Under BOQ item no any Corrosive treatment is specified Kindly confirm the corrosive treatment is required to be provided to the all HYSID items.	As per Technical Specification

13		General		Kindly confirm that any equipment shall be provided to the Contractor for execution of balance work.	As per the Bid document and PCC clause 4.20.
14		General		Kindly provide the status of land acquisition.	Total land of the project is available

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22/9/15
(Vijay Shanker)
Chief General Manager
BSRDC Ltd, Patna.